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ABSTRACT

This document presents the agreement between Central State University and the Central State University Chapter of the American Association of University Professors (AAUP) for the period September 1, 1988-August 31, 1991. The contract details the following 48 articles: agreement; agreement construction; recognition of the bargaining unit; AAUP principles; academic freedom; non-discrimination and affirmative action; maintenance of practices; institutional responsibilities; academic safeguards and responsibilities; governance of the university; faculty representatives' attendance at board of trustees meetings; the academic department; faculty personnel policies; faculty personnel procedures; termination for cause; termination because of discontinuation of a degree program; workload; evaluations; personnel files; faculty improvement, professional and personal leaves of absence; court, military and political leave; sick leave; special or emergency leaves; special duty assignments; professional travel; parking; patents and copyrights; provisions for emeriti; appointment year and salary checks; initial salaries; across-the board salary adjustments; minimum salaries; salary adjustments for years of service; compensation study committee; overloads, extra compensation; summer school compensation; additional compensation; medical insurance; dental insurance; life insurance; disability insurance; retirement programs; fees; rights and duties of the AAUP as agent; grievance and arbitration; agreement management; savings and separability; and duration and amendment. Appendixes contain four forms pertaining to grievances and dues collection. (JB)

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AGREEMENT
BETWEEN
CENTRAL STATE UNIVERSITY
AND THE
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS CENTRAL STATE UNIVERSITY CHAPTER

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AGREEMENT

BETWEEN

CENTRAL STATE UNIVERSITY

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SEPTEMBER 1, 1988 - AUGUST 31, 1991

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PREAMBLE

The intent of this Agreement entered into by and between the Board of Trustees Central State University and the American Association of University Professors, Central State University Chapter, is to provide the members of the Bargaining Unit and Central State University with a collective bargaining agreement which will contribute to a healthy and viable institution of higher learning capable of supporting a quality program of teaching, research, and public service. This Agreement seeks to maintain educational excellence, facilitate effective faculty and librarian participation, assure fair and reasonable conditions of employment and provide techniques and procedures for the peaceful adjustment of disputes should they arise.

ARTICLE I

AGREEMENT

1.1 This is an Agreement by and between the Board of Trustees of Central State University (hereinafter referred to as the "Administration") and the American Association of University Professors, Central State University Chapter (hereinafter referred to as the "AAUP-CSU"). This Agreement sets forth the understanding between the parties as to the terms and conditions of employment of members of the Bargaining Unit specified herein. In case of conflict between this Agreement and University policies and practices, this Agreement will be controlling.

ARTICLE 2

AGREEMENT CONSTRUCTION

2.1 The article or section titles throughout this Agreement are merely editorial identifications of their related text, and do not limit or control that text.

ARTICLE 3

RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT

3.1 Exclusivity: The Administration recognizes AAUP-CSU as the exclusive bargaining agent for the members of the Bargaining Unit described below. Individual contracts of employment with members of the Bargaining Unit will in all respects be consistent with this Agreement, which will be deemed incorporated by reference in such individual contracts. In recognizing AAUP-CSU as the exclusive bargaining agent for the members of the Bargaining Unit, the Administration will cooperate with AAUP-CSU in the enforcement of this Agreement.

3.2 Scope of the Unit: The Bargaining Unit includes all full-time faculty members who hold academic rank of Instructor, Assistant Professor, Associate Professor, or Professor and for whom instruction or professional library work comprises at least 50% of their workload.

3.3 Exclusions: The Bargaining Unit excludes the following:

a) part-time faculty members;

b) full-time faculty for whom teaching does not represent 50% or more of their workload;

c) administrators at the level of Department Head and above;

d) persons holding faculty titles or ranks in the Reserve Officers Training Corps;

e) athletic coaches whose primary duties are not in teaching;

f) persons holding faculty titles whose primary duties are in the direction of non-academic departments or programs; and employees.

g) all other employees not specifically set forth in 3.2 above.

ARTICLE 4

AAUP PRINCIPLES

4.1 Both parties to this Agreement, recognizing the role that the American Association of University Professors has played in the development of generally accepted college principles and procedures, fully endorse and subscribe to the AAUP Policy Statements as published in the AAUP "Redbook".

4.2 Only allegations of breach of articles specifically stated in this Agreement shall be subject to the grievance procedure.

4.3 The parties further agree that the terms and conditions of this Agreement are subject to the applicable provisions of the Ohio Revised Code and/or Federal Regulations.

ARTICLE 5

ACADEMIC FREEDOM

5.1 Central State University, because of its history and its mission, is unequivocably committed to the concept of academic freedom. The parties reaffirm adherence to the principle of academic freedom in faculty instruction and research as a right that can be neither denied nor abridged. The parties will continue to recognize and protect full freedom of inquiry, teaching, and research in the classrooms, publications, reports of research activities, and all professional and academic forums. The parties further recognize that employment at Central State University does not compromise any of the rights of citizenship, and when faculty and librarians speak or write as citizens, they are free from institutional censorship or discipline. In classroom teaching, the faculty member should not emphasize matters unrelated to his/her discipline. Faculty members or librarians are free in their public utterances or activities to identify their University affiliation so long as his/her statements are accurate; and no false impression of University sponsorship or endorsement is created. Faculty members shall not speak for the University unless officially designated as a spokesperson by the President of the University.

ARTICLE 6

NON-DISCRIMINATION AND AFFIRMATIVE ACTION

6.1 The Administration, AAUP-CSU, or members of the Bargaining Unit will not discriminate against any Bargaining Unit member or against any applicant for employment in the Bargaining Unit for reasons of

race, creed, color, age, sex, religion, national origin, physical or mental handicap, or status as a veteran.

6.2 The Administration, AAUP-CSU, or members of the Bargaining Unit will not discriminate against or in favor of any Bargaining Unit member or against or in favor of any applicant for employment in the Bargaining Unit because of that person's relationship, either in blood or by law, with any employee or member of the Board of Trustees of the University. No person will be employed or promoted to a position within the Bargaining Unit if the result would be that a department head and a member of his or her immediate family (i.e., spouse, child, parent, brother, sister) would be members of the same unit; however, when it is in the interest of the University, exceptions may be made to this policy based upon justifiable circumstances.

6.3 Both the University and AAUP-CSU agree to adhere to the University's non-discriminatory and affirmative action employment policies as adopted by the Board of Trustees. In order to facilitate the creation and implementation of such policies, a committee will be established whose membership will be elected by the University Senate. The committee will have opportunity to make recommendations to the President or designee prior to the Administration's submission of affirmative action plans. After submission of its recommendations, if the committee desires to have a meeting on the matter, the President or designee will meet with the committee and respond to the committee's recommendations.

ARTICLE 7

MAINTENANCE OF PRACTICES

7.1 The parties recognize that a collective bargaining agreement is a legally binding contract and that not all relationships between faculty and Administration are necessarily best resolved by legal contract.

7.2 The parties further recognize that practices and polices of general application have developed over a period of years and are set forth in writing in the Rules of the Board of Trustees. Accordingly, it is agreed that the policies of the University set forth in such rules and applicable to Bargaining Unit members will be continued during the life of this Agreement; provided, however, that such policies are not in conflict with the provisions of this Agreement. Except as prohibited by law, it is further agreed that to the extent that such policies are in conflict with this Agreement, the Board of Trustees, by adopting this Agreement, will be deemed to have amended its regulations to conform to the provisions of this Agreement.

ARTICLE 8

INSTITUTIONAL RESPONSIBILITIES

8.1 The University recognizes that an adequate working environment and supporting services are necessary for effective teaching, learning, and research. Therefore, within the limit of available resources, the University will endeavor to provide the following:

a) Adequate Facilities:
space and facilities adequate for effective and safe teaching, research, advising and all other activities necessary to academic disciplines.

b) Library:
a library responsive to faculty and student needs consistent with standards of quality recognized at a national level.

c) Supplies and Equipment:
adequate budgets in units for supplies and equipment.

d) Support Personnel:
adequate budgets for support personnel within academic units.

e) Dining, Meeting Space:
a reasonable environment to faculty in general by making a good faith effort to ensure (1) adequate cafeteria service and separate faculty dining facilities; (2) no discriminatory food surcharges; and (3) adequate meeting rooms.

8.2 The Administration recognizes that safety of employees and students is of prime importance and will provide a safe and healthful campus environment. Correction of dangerous or unhealthful situations, if and when these situations are identified, will receive prompt and responsible action by the Administration. The University Senate Committee on University Planning and Capital Improvements may evaluate health/safety conditions in a building and issue a report containing recommendations for corrective action.

8.3 The Vice-President for Academic Affairs or designee is designated to monitor and report progress relative to this Article. The Vice-President for Academic Affairs or designee and the responsible administrative officer will attempt to resolve any complaint relative to items of this Article as expeditiously as possible.

8.4 The University Senate Committee on University Planning and Capital Improvements has the responsibility to study, review and recommend policy to the University Senate on matters of safety, environmental conditions and maintenance of facilities. No later than April 15 of each academic year, the Committee shall provide a written report to the University Senate, AAUP-CSU, the Vice President for Academic Affairs and the President on the status and resolution of matters related to this Article that have been considered by the Committee.

8.5 The Vice-President for Academic Affairs or designee, at a Spring University Senate Meeting, will report to the faculty about the status of efforts to bring about improvements in each of these areas in the current academic year, and the outlook for possible improvements in the succeeding academic year.

ARTICLE 9

ACADEMIC SAFEGUARDS AND RESPONSIBILITIES

9.1 AAUP-CSU and the Administration recognize that in the practice of their profession faculty members' principal academic functions are the

teaching, discovery, creation, and reporting of knowledge. In the practice of their profession, librarians also may be involved in these activities as well as the specific activities contained in their individual job descriptions. In order to carry out these functions, special protections are acknowledged to be essential. These protections are known as academic freedom and tenure or continuous appointment. The concepts of academic freedom and tenure or continuous appointment must be accompanied by an equally important concept of professional responsibility. The concern of AAUP-CSU and the Administration for academic freedom and tenure or continuous appointment safeguards therefore extends to responsible professional service.

9.2 The responsibilities of Bargaining Unit members encompass many professional functions appropriate to their varied roles, including but not limited to:

a) Teachings and/or providing instructional support in a variety of manners, settings, and times;

b) Advising and consulting with students;

c) Engaging in research, publication, and creative artistic activities;

d) Fulfilling ongoing departmental needs of both a continuing and developmental nature;

e) Supporting the proper and efficient function of the University in such ways as performing committee work and providing consultation to the University and its communities; and

f) Performing the above duties as assigned by the Department Chairperson.

ARTICLE 10

GOVERNANCE OF THE UNIVERSITY

10.1 The variety and complexity of tasks performed by institutions of higher education produces an interdependence among constituent elements of the University. Adequate communication is therefore essential and there must be full opportunity for appropriate joint planning and effort. Joint effort and shared responsibility will take a variety of forms as situations require. Initiative may emerge at one time or another from all institutional components and differences in the weight of each voice will vary according to the matter at hand and the defined responsibilities of each constituent element.

10.2 The Administration recognizes the faculty of the University, vesting in it, subject to recommendations from the Department Chairpersons, Deans of the various colleges and the Vice-President for Academic Affairs and approved by the Board of Trustees, the power to make its own regulations governing the admission and exclusion of students, the courses of instruction to be offered, grading policy, recommendations for degrees, honors, and prizes, and other fundamental areas of curriculum and such other matters as may be within its jurisdiction. The faculty will also have the right to input significantly in the responsibilities for program development, program review, and college reorganization. In any conflict between the University Faculty Handbook and this Agreement, this Agreement shall be controlling. The principles of joint effort and shared responsibility are illustrated, but not limited, by the provisions below.

10.3 The parties to this Agreement recognize the University Senate, and the Student Senate, and the by-laws which govern their relationship with the University. The Chairperson and Vice-Chairperson of the University Senate will be elected by its membership. The members of the University Senate will be the President, Vice-President for Academic Affairs, Vice-President for Finance, Vice-President for Administration Support Services, Deans of the various colleges, Chairpersons, full-time faculty members with rank of Instructor or higher, one student representative of each class as elected by the Student Government Guidelines, Director of the Library, Registrar, Dean of Students, and Director of CSU-West.

10.4 With respect to faculty priorities in those areas not specifically dealt with through the collective bargaining process, both parties to this Agreement recognize the University Senate as the primary governance body representing the faculty which will have the right to provide input and recommendations to the President and the Vice-President for Academic Affairs.

10.5 The University Faculty, through the University Senate, will have the right to consider matters affecting the University and will be given reasonable time to make available to the Administration, to the Board, and to AAUP-CSU, its recommendations and input on such matters.

10.6 The faculty will have a voice through the University Senate to provide input and recommendations on the formulation of long-range plans and in decisions relating to their implementation. Similarly, faculty will have a voice and are encouraged to provide input and recommendations at the departmental, college and University level where decisions relating to the use and creation of existing or prospective physical resources are being made.

10.7 The college faculty will have the right to provide input and recommendations to the Dean of the College on matters affecting the College and University and will be given sufficient time, in such matters, to do so.

10.8 The department faculty will have the right to provide input and recommendations to the Department Chairpersons on matters affecting the Department, College, and University and will be given sufficient time, in such matters, to do so.

10.9 Librarians will have the right to provide input and recommendations to the Library Director on matters affecting the Library and University and will be given sufficient time, in such matters, to do so. This will include recommendations through elected representatives in the formulation of long-range plans and in decisions relating to the use and creation of existing or prospective physical resources.

10.10 Honorary Degrees: Honorary degrees, awarded by the University, are recommended beforehand by majority vote of the University Senate and are subject to approval by the Board of Trustees.

ARTICLE 11

FACULTY REPRESENTATIVES ATTENDANCE AT BOARD OF TRUSTEES MEETINGS

11.1 The Chairperson and the Vice-Chairperson of the University Senate, or their designees, may represent the faculty in the exchange of information and opinions between the faculty and the Board of Trustees. To accomplish this, the Chairperson and the Vice-Chairperson of the University Senate or their designees will attend and express their views during the public session of meetings of the Board of Trustees.

ARTICLE 12

THE ACADEMIC DEPARTMENT

12.1 Introduction: An academic department is a budgetary unit of the University which provides instruction for academic credit.

12.2 Collegial Rights and Responsibilities: These matters are the prerogative of the full-time faculty in the department and in these matters the Department Chairperson will function as a co-equal faculty member:

a) curricular matters such as curriculum revision, requirements for major and minor, and program development; the University Senate will have the prerogative for University-wide curricular matters;

b) rotational system for summer teaching, overload teaching, and teaching in associated programs such as CSU-West and Community Hospital, Springfield where such teaching earns extra compensation;

c) evaluation of the academic goals and progress of the department;

d) recommendations on recruitment and selection of department personnel; and

e) those collegial rights delineated in Articles 13 (FACULTY PERSONNEL POLICIES: APPOINTMENT, REAPPOINTMENT, NON-REAPPOINTMENT, TENURE AND PROMOTION) and 14 (FACULTY PERSONNEL PROCEDURES: PROMOTION, TENURE AND NON-REAPPOINTMENT).

12.3 Chairperson Responsibilities: The Chairperson, after consultation with the members of the department, is responsible for the administration of the following items:

a) recommendations on library acquisitions for the department;

b) faculty teaching schedules;

c) distribution of department travel funds;

d) department budget requests; and

e) assignment of faculty to offices.

12.4 Department Meetings: Meetings of the department will be held no less than twice per quarter. Special department meetings may be called by the Department Chairperson and must be called upon request of 1/3 or more of the full-time faculty members in the department. Through department meetings and memoranda, the Department Chairperson will attempt to keep the department faculty informed of University developments which are relevant to the department.

12.5 Evaluation of Chairpersons: The Administration will periodically solicit input from all full-time members of the department faculty, in conjunction with continuing evaluation of Department Chairpersons by the Administration, to be used in helping the Administration determine whether or not a change in Department Chairpersonship should be made.

ARTICLE 13

FACULTY PERSONNEL POLICIES: APPOINTMENT, REAPPOINTMENT, NON-REAPPOINTMENT, TENURE, AND PROMOTION

13.1 Authority: Initial appointments, promotion to a higher rank, the granting of tenure, and retention at the same rank or termination of service at the expiration of terms of appointment or reappointment set forth in Article 13 will be determined by the Board of Trustees upon recommendation of the President of the University, after the recommendations set forth in this Agreement have been made.

13.2 Initial Appointment to the Faculty: The appointment of a full-time faculty member to an academic unit, will be based upon a recommendation initiated by the Department Chairperson in consultation with the faculty of the department involved using standard University procedures.

13.3 In unusual circumstances which the Dean of the College will explain in writing to the department affected, the Dean may initiate a recommendation provided that the faculty of the department involved has been consulted prior to the forwarding of the recommendation.

13.4 In the case of the initial appointment of a person to an administrative position by the Administration, any appointment to faculty status will be referred to the department by the Dean of the College or higher administrative officer and will be based upon a recommendation from the Department Chairperson in consultation with the department faculty.

13.5 The University will endeavor to offer rank and salaries to initial appointees in line with the University promotion policy and in line with existing salaries of continuing faculty.

13.6 Prior to the offering of a contract, each prospective appointee will be provided the following:

a) a job description of the position for which services are sought; and

b) written and oral information about Central State University and the respective college and department to which the applicant may be assigned.

13.7 Before appointment is official, the University must have on file the following information:

a) an updated vita including experiences, awards and recognitions, and professional memberships;

b) official transcripts of academic study beyond high school including documentation of degrees earned; and

c) three letters of recommendation from appropriate sources attesting to the quality and effectiveness of the applicant.

13.8 Notice and precise terms of appointment, reappointment, non-reappointment, promotion, and tenure conditions will in each case be given in writing to the individual concerned by the President of the University at the time of initial appointment. Statement of the number of years of service, previous to initial appointment at Central State University, that are being credited towards the probationary period will in each case be given in writing to the individual concerned by the President at the time of initial appointment.

13.9 Kinds of Appointments: Full-time appointments to the faculty will either be term appointments or regular appointments.

a) A term appointment is clearly limited to brief association with the University. A term appointment will be for a stipulated period of time, and will terminate at the conclusion of the stipulated period without the necessity of notice of any kind. A term appointment will be made only for purposes of filling non-tenure track positions or giving adequate notice of non-renewal; and for a period not to exceed one (1) year at a time.

b) A regular appointment will be for a probationary period of service leading to tenure unless the appointment is terminated by action of the appointee or by action of the Administration as hereinafter provided.

13.10 Probationary Period: The probationary period is six (6) years for instructors and five (5) years for an assistant professor or higher. The probationary period commences with a regular appointment and will include at least four (4) years on the faculty at Central State University for an instructor, three (3) years for an assistant or associate professor, and two (2) years for a professor. Part-time service will not be counted as part of the probationary period. Professional Leave and Faculty Improvement Leave will count as part of the probationary period. When a faculty member is promoted from within the University, his/her total probationary period will be the number of years indicated herein for the rank to which he/she is promoted. No Bargaining Unit member appointed after August 31, 1985 will be granted tenure while holding the rank of Instructor.

13.11 New appointment of a former Central State University faculty member will be treated as an initial appointment.

13.12 Regular academic appointments will normally be from the beginning of the academic year. Any appointment made during an academic year between September 1 and December 31 will be counted, for the purpose of entitlement to academic leave and as part of the probationary period

of service, as commencing on September 1 of that year. Any appointment made during an academic year on January 1 or thereafter will not be counted for the purpose of entitlement to academic leave or as part of the probationary period of service until the start of the first full year of service.

13.13 In the event that a faculty member holding academic rank and serving an appointment not leading to tenure receives a probationary appointment leading to tenure, up to three (3) years of full-time service may be counted toward tenure.

13.14 Appropriate Notice: Notice of intention to recommend non-reappointment to the Board of Trustees will be given in writing to the candidate no later than the following dates prior to expiration of appointment: (a) Not later than March 1 of the first academic year of probationary service; (b) Not later than December 15 of the second academic year of probationary service; (c) Not later than September 1 after two or more years of probationary service have been completed.

13.15 Termination and Tenure: After no more than seven (7) years of probationary service, a faculty member will be either terminated or granted tenure after the recommendations set forth herein have been made. Tenure will be achieved and become official only when granted by the Board of Trustees, and only in accordance with the criteria and procedures provided for in Articles 13 and 14. The tenure of a faculty member will continue until death, resignation, or retirement or until terminated for adequate cause. All persons receiving tenure will be notified in writing by the President or designee.

13.16 Academic tenure means an appointment that can be terminated only for specifically stated causes as set forth in Article 15. It should be granted only to persons who have demonstrated, by passing successfully through a period of probation, that they are fully qualified teachers or librarians. Tenure is the recognition that a faculty member has made some worthy contribution to the University and the profession in terms of professional competence, recognition, and service.

13.17 A faculty member may request initial consideration for tenure during the last year of his/her probationary period as set forth in Article 13.10. If a faculty member does not achieve tenure during the first consideration period he/she shall be considered again one (1) year later or if a faculty member chooses not to be considered during the initial period, he/she shall be considered one (1) year later. If tenure is not achieved during the final period of consideration, the faculty member shall be terminated from his/her contract.

13.18 Criteria for Tenure: Tenure is thus based upon merit, not solely years of service. Merit can be fairly assessed only after a faculty member has spent time as a member of the Central State University faculty.

13.19 Since tenure is not automatic and individuals are granted tenure on the basis of judgmental as well as qualifying criteria, individuals once tenured are expected to continue to make advancements in the areas of professional competence, professional recognition, and professional service.

13.20 Appointment and Tenure of Librarians: Appointment and tenure of librarians will be governed by the same provisions as for other faculty. For these purposes, the library faculty will comprise the equivalent of a

department. Recommendations for appointment will go from the library faculty to the Library Director and then to the Vice-President for Academic Affairs, President and Board of Trustees.

13.21 Resignation of a Faculty Member: The conclusion of a binding agreement by a faculty member to accept an appointment elsewhere will be forwarded by prompt written notice to his/her Department Chairperson. The Chairperson will immediately forward the notice to his/her Dean. If a faculty member resigns effective as of the end of the academic year, notice of such resignation should be given no later than May 15 or thirty days after receiving notification of the terms of his or her continued employment the following year, whichever date occurs later.

13.22 Faculty Titles: All regular faculty appointments will be identified by one of the following unqualified titles: Professor, Associate Professor, Assistant Professor, or Instructor.

13.23 Qualifications For Ranks: Criteria for appointment to or promotion to academic ranks are as follows:

a) Instructor:

1. Possession of the master's degree or of the professional degree ordinarily required for teaching in certain technical and professional fields.

2. Proved or presumptive teaching ability.

3. The potential to progress towards the Assistant Professor level as described below.

4. Those qualities of character and personality expected in a teacher and director of students.

b) Assistant Professor:

1. Possession of the master's degree or of the professional degree ordinarily required for teaching in certain technical and professional fields.

2. Three (3) years of experience as an Instructor at this University or possession of the terminal degree in the individual's field.

3. Evidence of the possession of those qualities of character, personality, and competence expected in a teacher and director of students.

4. Evidence of scholarship and research, particularly scholarly publication. Consideration will be given to such subsidiary evidence as direction of or significant participation in research projects, participation in the scholarly activities of learned societies, and professional consultative service.

c) Associate Professor:

1. Possession of the doctorate or of the professional degree normally required for this rank in the individual's field.

2. A minimum of three (3) years experience in the rank of Assistant Professor at this University or one of equal standing.

3. Evidence of continuing scholarship and research including recognition by colleagues in the same field.

4. Evidence of continued excellence in teaching.

5. Evidence of satisfactory performance of other University responsibilities.

6. Those qualities which warrant tenure.

d) Professor:

1. Possession of the doctorate or of the professional terminal degree recognized by learned societies in the field.

2. A minimum of three (3) years experience in the rank of Associate Professor at this University or one of equal standing.

3. Distinguished fulfillment of the criteria of the previous ranks.

4. Evidence of such outstanding qualities of scholarship as to merit general recognition among scholars and educators.

13.24 Length of Service in Rank: Length of service in rank refers to the number of years that a faculty member has spent in his/her present rank as indicated in Article 13.23 herein. This criterion is not intended to be restrictive and deny the exceptional and outstanding faculty member the right to advance to higher rank. Under rare and exceptional circumstances, outstanding creative achievement, exceptional scholarly and professional attainments, and national recognition by academic, industry, and/or professional societies may, in the absence of the appropriate academic degree and/or years of experience, be evaluated for equivalence by the Promotion and Tenure Committee.

13.25 A faculty member may apply for promotion during the last year that establishes his/her eligibility for promotion to the next higher rank.

13.26 In rare cases where a faculty member does not meet the requirements for a specific rank as specified above, and the faculty member believes there are grounds for waiving these requirements or considering others, a request for an exception to these requirements may be made. This request should delineate the conditions which are deemed exceptional and the justification supporting approval of the request. The request should be accompanied by appropriate documented evidence which establishes the nature of the exception and how it relates to the individual's assignment. The request for exception should be made in writing and should be directed to the Department Chairperson by the individual requesting the exception. This request is then processed in the manner established for all recommendations for promotion. Approval of exceptions to the qualifying criteria shall not establish precedents. Each exception shall be judged on its own merits.

13.27 Criteria for Promotion: Promotion is not automatic. Promotion is based on merit as well as years of experience. Promotion is the recognition that a faculty member not only meets the minimum standards for higher rank as defined in Article 13.23 herein but has also demonstrated significant achievements in the areas of professional competence, professional recognition, and professional service. Once promoted, individuals are expected to continue to advance professionally.

ARTICLE 14

FACULTY PERSONNEL PROCEDURES: PROMOTION, TENURE, AND NON-REAPPOINTMENT

14.1 Basic Principles Underlying the Promotion and Tenure Process:

a) Processes and bases for promotion and tenure will remain flexible to allow for individual uniqueness and creativity in performance. Criteria will not attempt to make all faculty members perform alike.

b) Even though value judgments by those responsible for making promotion and tenure decisions will always play a role in determining who is promoted or granted tenure, documented evidence consistent with the mission statement of the University must be used to support the decisions.

c) Procedures which are established should be aimed at assisting faculty members to perform at levels deemed worthy of promotion and tenure, consistent with the mission statement of the University.

d) Criteria for making promotion and tenure decisions are both qualifying and judgmental.

14.2 Recommendations: Recommendations concerning promotion and tenure will be initiated by the Department Chairperson or Library Director based upon procedures developed by the members of the department or library. Recommendations of the Department Chairperson in consultation with the department faculty will be submitted to the Dean of the College. Recommendations will then be forwarded by the Dean or Library Director to the University Promotion and Tenure Committee. The University Promotion and Tenure Committee will make recommendations to the Vice-President for Academic Affairs, who will report to the President.

14.3 Procedures for Promotion or Tenure: The responsibility for initiating consideration for promotion or early tenure rests with the faculty member in consultation with the Department Chairperson. In the case of a Librarian, responsibility for initiating such consideration lies with the faculty member in consultation with the Library Director. For faculty members who choose not to be considered for tenure during the initial period or faculty members who did not achieve tenure during the initial period, the responsibility for initiating consideration for a final tenure decision rests with the Department Chairperson/Library Director who must make an appropriate recommendation at that time. A faculty member is still responsible for reviewing his/her personnel file, supplying the necessary supporting documents, and seeing that the proper procedures are followed.

14.4 In any case, the Dean shall notify in writing all faculty members who are serving the last year of a probationary period that they will be eligible for consideration or reconsideration for tenure. A list of such faculty members shall be sent to the Department Chairperson involved and to the Chairperson of the Promotion and Tenure Committee.

14.5 The faculty member shall meet with the Department Chairperson to review the qualifying criteria for promotion or tenure and to ascertain whether the criteria have been met or if the Chairperson is willing to support an exception to the criteria for promotion. Following such a meeting, the faculty member shall make application by letter to the Department Chairperson. In the case of a faculty member who is to be considered for a final tenure decision, the Chairperson shall submit the faculty member's name for final consideration.

14.6 Once the application for promotion or tenure has been submitted, the faculty member has the responsibility to review his/her personnel file in order to ascertain that credentials, evaluations, and other documents in the file are in order. The faculty member may choose to respond to comments in the file if he/she has not done so previously. The candidate for promotion or tenure shall prepare an up-dated vita and documents supporting claims of publication or other accomplishments for inclusion in the personnel file. However, such review and up-dating should be an ongoing process, whether or not a faculty member is being considered for promotion or tenure.

14.7 Evidence concerning a faculty member's qualifications for promotion and tenure may be gathered from many sources including the faculty member himself/herself, his/her department chairperson, any of his/her other colleagues in the University, his/her students and former students and whenever appropriate, from persons outside the University who are familiar with his/her work. All information received and considered in making recommendations regarding promotion or tenure at any level become part of the candidate's dossier. The candidate may inspect the dossier in accordance with policies on access to personnel files as provided in Article 19 and will be given the opportunity to review and respond in writing to any material in the file if he/she requests.

14.8 Recommendation of the Department Chairperson: The Chairperson of the Department, after consultation with the faculty member and a review of supporting documents, or copies thereof, and after consultation with other members of the department who hold higher rank than the candidate for promotion or tenure, shall submit recommendations in writing to the Dean.

14.9 Recommendation of the Dean or the Library Director: The Dean or Library Director shall review the recommendations and the personnel files of candidates and all supporting documents and make appropriate comments and recommendations.

14.10 The Dean or Library Director will forward the candidate's file and the Department Chairperson's recommendations to the University Promotion and Tenure Committee. When the Dean or Library Director's recommendation differs from that of the Department Chairperson, the Dean or Library Director will provide an independent written recommendation. The Dean or Library Director is not required to write an independent recommendation when in agreement with the recommendation of the Department Chairperson, but the Dean or Library Director may choose to write such a statement. The Dean or

Library Director's recommendation will be forwarded to the University Promotion and Tenure Committee along with other materials as provided above.

14.11 Recommendation of the Promotion and Tenure Committee: The Promotion and Tenure Committee shall notify, in writing, all candidates for promotion and tenure that the recommendations have reached the Committee and shall also notify candidates whose files, when they reach the Committee, contain negative recommendations. Such candidates shall have seven (7) calendar days in which to examine the file and submit any written comments or additional material.

14.12 Structure of the University Promotion and Tenure Committee: The Promotion and Tenure Committee will exist as a standing committee of the University Senate. The University Promotion and Tenure Committee shall be comprised of seven (7) tenured faculty members distributed between Associate and full Professors who shall be elected by the Senate. In the event of a vacancy, the Senate shall elect a replacement. Each member of the Committee will serve three (3) years although initial selection will be staggered. Faculty members from the same department shall not serve simultaneously; the membership of the Committee will, if possible, represent the three (3) colleges and the Library.

14.13 Duties of the University Promotion and Tenure Committee: The Committee will review and consider all recommendations, evaluations and the documents submitted. The Committee will consider the past and future potential contributions of the individual to the mission of the University and to his/her academic unit. The Committee must consider and evaluate each applicant carefully using the qualifying and judgmental criteria. Committee members must make themselves familiar with the performances and attainments of applicants. The Committee shall have the authority to question those who have made evaluations, question applicants, observe applicants, and request any further information deemed necessary to reach a fair decision.

14.14 Rules and Regulations of the University Promotion and Tenure Committee: The quorum necessary for voting will be two-thirds (2/3) of the members of the Promotion and Tenure Committee. Each member will have one (1) vote. All votes on recommendations for promotion and tenure will be by secret ballot.

14.15 Members of the Committee shall evaluate faculty only in their role as members of the Committee; for this reason, a Committee member must dismiss himself/herself from the Committee when an individual is being considered that the Committee member has evaluated earlier in the promotion and/or tenure process or when the Committee member has a vested interest in the individual under consideration or when the individual himself/herself is being considered for promotion.

14.16 Recommendation of the University Promotion and Tenure Committee: The Chairperson of the Promotion and Tenure Committee shall notify all candidates of the Committee's decision at least one (1) week before the Committee makes its report to the Vice-President for Academic Affairs on February 1 of each year. In the event of a negative recommendation, reasons shall be stated in writing and in detail.

14.17 Appeal of the Decision of the University Promotion and Tenure Committee: Within one (1) week of receipt of a notice of negative recommendation from the Promotion and Tenure Committee, the candidate may request reconsideration of that recommendation in writing. When such request is made, the Promotion and Tenure Committee will permit the candidate to appear before the Committee and present such additional evidence and such arguments as the candidate deems important. At the same time, the Committee will notify the Vice-President for Academic Affairs that the recommendation on the candidate will be delayed until such time as reconsideration is completed. After hearing the arguments of the candidate, the Committee will reconsider its decision. Final decision will then be forwarded to the Vice-President for Academic Affairs.

14.18 Recommendation of the Vice-President for Academic Affairs: The Vice-President for Academic Affairs will review the report of the Promotion and Tenure Committee and will present his/her recommendations regarding promotion and tenure along with the recommendations of the Promotion and Tenure Committee by March 1 to the President.

14.19 Recommendation of the President: The President will review the report of the Vice-President for Academic Affairs and will present his/her recommendations regarding promotion and tenure along with the recommendations of the Promotion and Tenure Committee to the Board of Trustees by April 1.

14.20 Decision of the Board of Trustees: The Board of Trustees will review the recommendations of the President, regarding promotion and tenure, and will make final decisions on those matters no later than its May meeting. Candidates will be promptly notified of those decisions.

14.21 While promotion and tenure are primarily a faculty matter, final approval rests with the Board of Trustees.

14.22 Any candidate for promotion or tenure who has not been approved by the Board may appeal the Board's decision by writing to the Chairperson of the Board within five (5) calendar days of receiving written notice of the Board's decision.

14.23 The Board may elect to reconsider the earlier denial of promotion or tenure or it may elect not to review the matter which decision in either case is final and binding on all parties and affected faculty members may not invoke the grievance procedure.

14.24 Withdrawal of Candidacy: Unless the candidate, within ten (10) working days after receipt of notification of a decision regarding promotion or tenure provides written notification to the appropriate Department Chairperson, Dean, or Library Director of his/her decision to withdraw from candidacy, the process will continue.

14.25 New Material: If the new material becomes available during the process of consideration of a candidate for promotion or tenure, the candidate, Department Chairperson, Dean, or Library Director may add such material to the documentation being used in the recommendation process at any time up to March 1 of the year in which the Board of Trustees acts on the final recommendation. The candidate will be provided with a copy of any information or document added to the dossier. The candidate will be given the opportunity to review and

respond in writing to the material any time up to March 1 or within ten (10) working days following the receipt of the new material, whichever date is later. The response described above will become part of the dossier.

14.26 Recommendations for Non-Reappointment: In the case of recommendation for non-reappointment or a negative recommendation of tenure which has the effect of a recommendation for non-reappointment, the candidate affected will be guaranteed the right to reconsideration at the first level at which the recommendation occurs. In order to exercise this right, the candidate must within ten (10) working days request the reasons after having been informed in writing of the negative recommendation. The responsible administrative officer will provide the written reasons within ten (10) working days. Within ten (10) working days after having received the written reasons, the candidate will be able to request a reconsideration of the negative decision and will be able to submit information which he/she believes may be important in such reconsideration. The candidate will be informed of the result of the reconsideration within twenty (20) working days following the submission of the request. The time limit on the candidate requesting reasons for the negative recommendation will apply only if the candidate wishes to exercise his/her right for reconsideration as described in this paragraph. When a candidate exercises this right to reconsideration, the review process will be stayed at the level at which the reconsideration is being requested. No further evaluation of or recommendations concerning the individual's candidacy will be made until the requested reconsideration has been completed.

14.27 Non-Reappointment or Denial of Tenure Related to Budgetary Constraints: In case of denial of tenure or denial of reappointment because of program changes or budgetary constraints, both the member of the Bargaining Unit and AAUP-CSU will be notified in writing of the specific reasons for non-reappointment or denial of tenure.

14.28 The Department Chairperson/Library Director will inform the affected Bargaining Unit member in writing that a program change or budget constraint has been identified that may result in the non-reappointment or denial of tenure of a particular Bargaining Unit member. Before written notification is sent to the Bargaining Unit member, the appropriate Dean or Department Chairperson/Library Director will meet with the Bargaining Unit member involved to consider alternatives to the denial of tenure or to non-reappointment of the Bargaining Unit member. Upon receipt of a written request from the Bargaining Unit member, the Dean or Department Chairperson/Library Director will provide information in writing within ten (10) working days.

14.29 Upon written request from the Bargaining Unit member, the Dean or Department Chairperson/Library Director will provide a written summary of the meeting (specified above) to the affected Bargaining Unit member and AAUP-CSU.

14.30 In order that the University can continue the progress achieved in affirmative action, the University's affirmative action policies will be considered in making a decision concerning non-reappointment or denial of tenure for reasons of program changes or budget constraints.

14.31 When a Bargaining Unit member is denied reappointment for other than academic reasons, his/her position may not be filled on a full-time basis for one (1) year, unless that position is first offered to the individual denied reappointment. However, the position may be filled on a part-time basis without regard to the one year limit, (1) if the position is first offered to the individual denied reappointment and (2) if the part-time position accounts for no more than 50% of the full-time course load of the Bargaining Unit member denied reappointment. The Bargaining Unit member denied reappointment will be given thirty (30) days to accept or reject the full-time or part-time position. If the individual accepts, he/she will have, with respect to any applicable tenure track, credit for the prior service.

14.32 Administrative, Departmental, and Candidate Responsibility: Dossiers will be prepared and ready for review during the academic year in which the candidate is seeking reappointment, promotion, or tenure according to the following schedule:

Latest Date for Submission of Dossier to Department Chairperson	Latest Date for Submission of Dossier to the College Deans	Dossier Submitted to Vice-President's Office	Candidate Notified of Recommendation to the Board of Trustees
	TENURE		
October 20	November 1	February 1	April 1
	PROMOTION		
October 20	November 1	February 1	April 1

14.33 Each department or the Library will publish the responsibilities of the department or Library and the responsibilities of the candidate for developing dossiers. The Department Chairperson or Library Director will be responsible for initiating and completing those parts of a candidate's dossier required by department or Library procedures and criteria (e.g., external reviews, administrative summaries of teaching evaluations, etc.) for which the candidate is not responsible in sufficient time to insure a timely and fair evaluation of the candidate.

14.34 The dossier will include evidence and evaluation of the candidate's qualifications as well as any other information or documentation deemed pertinent. Such information and documentation will be provided to the Promotion and Tenure Committee of the University Senate by the date specified by that Committee.

14.35 Department Chairpersons will meet annually with each non-tenured faculty member to review the faculty member's growth. The Department Chairperson and the faculty member will have a shared responsibility to insure that such a meeting takes place. This annual meeting will include a discussion of the faculty member's professional performance, a review of his/her career plans, and where appropriate, an action plan to correct deficiencies, if any, and to insure professional growth. Each meeting will conclude with joint preparation of a written summary of the discussion. Either the Department Chairperson or the faculty member may indicate in writing any differing opinions about the content of the summary statement and such written opinion will

become part of the summary statement. These statements will become part of the personnel file maintained by the Administration and a copy of the statement will be given to the faculty member.

ARTICLE 15

TERMINATION FOR CAUSE

15.1 Justification: The appointment of a faculty member, tenured or not, may be terminated at any time for just cause. Just cause will include:

a) failure to correct serious, substantive, and persistent deficiencies in teaching, scholarship, and University service; or

b) gross negligence in teaching, scholarship, and University service; or

c) conviction of a felony, providing legal appeals have been exhausted.

15.2 Resolution: If the Administration believes that just cause as specified in Article 15.1 exists, the appropriate administrator will discuss the matter with the faculty member in personal conference. The faculty member may bring to this meeting an observer of his/her choice and/or the President of AAUP-CSU or his/her designee. The matter may be settled by mutual consent at this point.

15.3 Hearing Committee: If an understanding is not reached at the meeting described in Article 15.2 the Administration will call a hearing before an Ad Hoc Committee of peers. The Ad Hoc Committee will consist of two (2) administrators, two (2) faculty members elected by the University Senate, and three (3) faculty members selected by AAUP-CSU. The Committee shall establish its rules of procedure, but such rules shall protect the rights of both parties. The Committee may appoint a fact-finding panel to gather such information as the Committee feels may be of assistance in preparing for the hearing. The Committee will make a written transcript and tape recording of its proceedings. The faculty member may bring to the hearing an observer of his/her choice. AAUP-CSU will also be entitled to designate an observer. The recommendation of the Committee, including reasons, will be submitted in writing to the Vice-President for Academic Affairs with a copy to the individual involved and a copy to the President of AAUP-CSU. The Vice-President for Academic Affairs will make a recommendation to the President, who will recommend to the Board of Trustees.

15.4 Grievance: If the decision of the Board of Trustees is for termination, the faculty member involved may appeal to arbitration under the grievance procedures described in Article 45. Failure to grieve will settle the matter and allow for termination.

15.5 Suspension: The Administration may suspend a faculty member pending final action to terminate his/her contract only if immediate harm to the faculty member or to others is threatened by his/her continuance. Any suspension will be with pay.

15.6 Effective Date: For tenured faculty, the effective date of termination will be the end of the academic year subsequent to the year of the appropriate administrator's notice to the individual referred to in Article 15.2 above. For non-tenured faculty, the effective date of termination will be the end of the academic year of the appropriate administrator's notice to the individual. For tenured and non-tenured faculty members, application of Article 15.1(c) is an exception providing for termination within thirty (30) days after approval by the Board of Trustees.

ARTICLE 16

TERMINATION BECAUSE OF DISCONTINUATION OF A DEGREE PROGRAM

16.1 Should the Vice President for Academic Affairs make the judgment that the long-range educational mission of the University as a whole necessitates the discontinuation of a degree program, and that such discontinuation necessitates the termination of faculty members with tenure or who hold appointments extending beyond the time of the proposed termination, the Administration's reasons for this judgment will be put in writing and will be presented to those faculty members in the degree program which the Administration proposes to discontinue, to the University Senate, and to AAUP-CSU at least sixty (60) days before the Administration makes a recommendation for discontinuation to the President who in turn submits his recommendation to the Board of Trustees. Should any of these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they will have the right to do so.

16.2 In the event that the Vice President for Academic Affairs anticipates the need for reduction in or discontinuation of a particular program or department or decides that a review of a particular degree program is necessary, the AAUP-CSU shall be so informed and the University Senate shall conduct a thorough evaluation of the financial status of the program, including consideration of enrollments, total income generated, ordinary direct operating expenses, academic value to the University as a whole, projected savings through faculty attrition and other economies, and possible alternative sources of funding. The University Senate may recommend modification of procedures and time frames as set forth in this Article, as circumstances dictate; however, there shall be no modification by the Senate of the rights of affected faculty members regarding available options, retention priorities, notice and severance pay, continuation of benefits, or recall rights.

16.3 The University Senate will have one (1) academic year within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The Senate's report and its recommendation will be written and will be transmitted to the Board with an indication of the University Senate's vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it will both discuss the issues involved and arrive at its decision at a meeting at which all interested parties will be afforded the opportunity to express their points of view. A decision of discontinuation not supported by the University Senate will not be made effective within one (1) year of the date of the decision pending further study and evaluation except in cases of justifiable emergency as determined by the Board of Trustees.

16.4 Should discontinuation of a degree program be effected, but over a period of time to allow students entered in the degree program to complete their requirements, normal attrition should be used for program reduction in the first phases insofar as possible. Part-time faculty members in a degree program which has been discontinued will be released before full-time non-tenured faculty unless this would result in a serious distortion of the academic program. Non-tenured faculty members in a degree program which has been discontinued will be released before tenured faculty members in that degree program are released. Tenured faculty members in a degree program which has been discontinued will be released in order of increasing seniority. Those tenured faculty with the greatest seniority will be the last to be released.

16.5 If an appointment is terminated, the faculty member will receive at least three (3) months salary or notice if the final decision is reached by March 1 of the first year of probationary service; at least six (6) months salary or notice if the decision is reached by December 15 of the second year of probationary service. A faculty member who is past December 15 of the second probationary year but who has less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A faculty member with ten (10) years or more of full-time service at the University will be permitted to complete the current year and, in addition, be given salary or notice for two (2) additional years. Regardless of any contrary provisions of this Article, no salary or notice will be required to be paid or given beyond a faculty member's normal retirement date.

16.6 Before terminating a tenured faculty member or a non-tenured faculty member prior to the end of a period of appointment because of discontinuation of a degree program, the Administration will endeavor to place the affected faculty member in another suitable position in the University. A tenured faculty member may be offered a reasonable period of orientation in a new position (not to exceed the required notification period referred to in Article 16.5 above).

ARTICLE 17

WORKLOAD

17.1 Normal Workload: Normal full-time workload will be twelve (12) contact hours per quarter. The parties to this Agreement, however, recognize that different academic areas have different work requirements that must be taken into consideration. For example, English courses require frequent detailed grading of written assignments from large numbers of students; courses in the Fine Arts and in Education often require individual instruction. The normal workload of twelve (12) hours, therefore, will be used as a guide but not as a rule. No Bargaining Unit member will normally have more than thirty-six (36) contact hours during an academic year. No Bargaining Unit member will have more than three (3) different preparations per quarter. The normal workload will consist of teaching assignments at the main campus of Central State University. However, Bargaining Unit members may be requested to teach one (1) or more courses at Springfield Community Hospital as part of their regular quarterly workload. Bargaining Unit members teaching off main campus as part

of their regular workload will receive mileage expense reimbursement in line with University policy.

17.2 Although librarians are members of the faculty and are accorded all the rights, privileges and procedures pertaining to the teaching faculty, it is recognized that the appointment contract of the librarians require specific contact hours to maintain the services of the library. The contact hours of the librarians will be arranged by the Library Director in consultation with the librarians, and time will be accorded all librarians for committee assignments, research, public service or other University assigned duties. Because of the special requirements of staffing the library, on-duty time may vary from week to week and the Library Director will consider time of day of assignments when determining the number of on-duty hours per week for each librarian.

17.3 If a Bargaining Unit member teaches more than twelve (12) contact hours (or equivalent workload if the faculty member is in a department with special teaching requirements as described above) or more than three (3) different preparations in any quarter, then the additional hours will be considered as an overload and the Bargaining Unit member will be compensated at the rate described elsewhere in this Agreement. However, the Administration and AAUP-CSU agree that a faculty member whose workload exceeds, by one (1) or two (2) hours, a normal quarterly workload of twelve (12) hours, because of the inclusion of a second or third preparation without which the faculty member would have a workload less than twelve (12) hours, will not be entitled to overload pay for those hours. Overload pay is intended to compensate for teaching extra courses. Where workload in one (1) quarter is slightly higher than twelve (12) hours, the Department Chairperson will balance that with workloads in the other two (2) quarters so that the yearly workload will be approximately thirty-six (36) hours. In lieu of overload pay for a particular quarter, Bargaining Unit members will have the option of requesting the equivalent in release time in a subsequent quarter. The request for release time must be submitted in writing no later than the second week of the quarter in which the overload is taught. Overloads taught during the Spring Quarter will not be applicable and the Bargaining Unit member will be paid for the overload.

17.4 Reductions in Workload: For Bargaining Unit members with grants that provide release time, the Bargaining Unit member's workload will be reduced by the specified amount without reduction in pay. Part-time help or overload will be used, and paid out of grant funds, to cover the released course(s).

17.5 Limitations on Overload and Outside Teaching: Bargaining Unit members may not teach more than six (6) quarter hours per quarter in addition to their normal workload. This limitation includes overload teaching at the Central State University main campus, CSU West, Community Hospital in Springfield, and other institutions.

17.6 Limitations on Part-Time Teaching: A person with full-time appointment at another institution will not be permitted to teach more than six (6) credit hours per quarter at Central State University.

17.7 Temporary Alternate Assignments: In the event that the workload of a faculty member drops below twelve (12) contact hours (or below the normal workload for that faculty member) because of low enrollments in his/her assigned courses, alternate assignment of courses and/or

related duties within his/her department should be made. In rare instances, a temporary alternate assignment may be made in another department if that assignment fits with the faculty member's training and interests and if the faculty member, Chairpersons of the departments involved, and the Dean(s) are agreeable to such temporary assignment.

ARTICLE 18

EVALUATIONS

18.1 Purpose: The purpose of the evaluation procedure described herein is twofold: to help faculty improve their professional performance and to provide those individuals responsible for making career decisions with information regarding faculty and Administration performance. The Administration subscribes to the principle of a university-wide evaluation program as a means of evaluating the performance of the members of the various components of the University, and as a tool to assist members of the University to improve their performance, and to maximize their growth in the profession.

18.2 Faculty Development: To promote the improvement of the quality of teaching, the Administration in consultation with AAUP-CSU will provide a reasonable number of workshops on topics related to faculty development during each year of this Agreement.

18.3 Scope of Evaluations: Evaluations will be conducted as follows:

a) Members of the Bargaining Unit will be evaluated by students each quarter in all classes they teach, subject to the exclusions listed in Article 18.4.

b) Faculty members will be evaluated by their respective chairpersons at the end of the fall quarter of their first year of service, at the end of the spring quarter of the first year of service, and at the end of the winter quarter thereafter.

18.4 Exclusions: The following courses will not be evaluated by students:

a) those in which students receive fewer than ten (10) clock hours of classroom or laboratory instruction by the instructor; and

b) team-taught courses, which may be evaluated at the instructors' option.

Further, should a faculty member feel that there are serious and compelling reasons why a specific course in a given quarter should not be evaluated, he/she may submit a written request for exclusion to the Department Chairperson. If the Chairperson approves the request, the faculty member's memorandum, with the Chairperson's notation of approval, will be placed in the faculty member's Official Personnel File.

18.5 Evaluation Forms: Evaluation forms to be used will be those developed by the Faculty Affairs Committee of the University Senate which were approved by the Senate during the 1982-83 school year. During the

1988-89 academic year, the Faculty Affairs Committee of the University Senate will review the current student evaluation of Faculty instrument and will consider alternate evaluation instruments from various assessment agencies. For these purposes, the Vice President for Academic Affairs or designee will serve as an ex-officio member of the Committee. Should the Faculty Affairs Committee recommend an instrument different from that currently used, and should the Senate and Vice President for Academic Affairs concur in that recommendation, that instrument will be used beginning with the Fall 1989 quarter. Should the Faculty Affairs Committee fail to make a recommendation to the Senate by April 1, 1989, the Vice President for Academic Affairs will develop an instrument for adoption consideration by the Senate.

18.6 Procedure: The Administration will provide appropriate materials (Forms, pencils, instructions) and will make arrangements for the administration of evaluations. Procedures for student evaluation of faculty will be included in any form proposed by the Faculty Affairs Committee and/or the Vice President for Academic Affairs and adopted by the Senate.

18.7 Report of Results: Summaries of student evaluation of faculty will normally be provided to faculty members during the quarter following the evaluation. Copies of summaries of student evaluation of faculty will also be deposited in the Library and made available to all users of the Library. Faculty members will also be provided with a copy of their Chairperson's evaluation of them. Both a copy of the Chairperson's evaluation and a copy of the summary of student evaluations will be placed in the faculty member's Official Personnel File.

18.8 Exclusivity of Evaluations: For the duration of this Agreement, the system of faculty evaluations described in this Article will be the only faculty evaluations of any kind employed at Central State University, except for the evaluative judgments required by other provisions of this Agreement.

ARTICLE 19

PERSONNEL FILES

19.1 General: The Administration will maintain an Official Personnel File in the office of the Vice-President for Academic Affairs for each full-time faculty member. The Official Personnel File will be the sole official repository of records to be utilized in the administration of the personnel evaluation provisions of this Agreement.

19.2 Contents: From the time of appointment as full-time faculty, an individual's file will contain the following:

a) information on the individual's prior employment, education, and training;

b) official transcripts of all college work;

c) copies of the individual's contracts with the University;

d) reports of student and chairperson evaluations;

e) information on the individual's professional activities and accomplishments;

f) any statement that the faculty member wishes to insert in response to or in elaboration of any other item in the file;

g) documents relating to promotion in rank;

h) documents deemed appropriate for insertion by the Administration, providing such documents are compiled and maintained in a fashion compatible with law; and

i) information involving seniority.

19.3 Date and Signature: Documents which are placed in a faculty member's file will be dated and signed by the Vice President for Academic Affairs or his/her designee at the time of their insertion in the file. Anonymous statements will not be placed in the file. If a specific document does not originate from the individual, or does not include by its definition a copy for the individual, the Administration will send a copy of the document to the individual at the time of its insertion in the file.

19.4 Inspection and Duplication: The faculty member has the right and responsibility to inspect his/her file at reasonable times. Upon written authorization by the faculty member, the individual's designated representative and/or AAUP-CSU will have access to inspect and duplicate the contents of the file at reasonable times. The Administration will provide forms for this purpose, although access will not normally be denied solely because the authorization is not written on the designated form. The Administration will not levy a charge for the inspection of files, but it may levy a reasonable charge for the duplication of the contents of a file.

19.5 Access: Appropriate academic administrators will have access to personnel files. Individual faculty members will have access at reasonable times to their files. AAUP-CSU will have access to files as specified in Article 19.4. Faculty members engaged in activities mandated by this Agreement will have access to appropriate personnel files; faculty involved in the screening of candidates for awards or special recognition will also have access to personnel files as needed to fulfill those duties. If unofficial or working files are maintained for individual faculty in the office of the Chairperson or Dean, the faculty member will have access at reasonable times to his/her unofficial file.

19.6 Non-Use of Items: The Administration will, upon written request by a faculty member, indicate in writing that the following documents will no longer be used:

a) records of grievances filed by the individual, providing three (3) years have elapsed since the filing thereof;

b) records of student grievances filed against the faculty member, providing three (3) years have elapsed since the filing thereof;

c) student evaluations, provided at least three (3) complete academic years have elapsed since the insertion of such documents in the file;

d) chairperson's evaluations completed prior to the most recent two (2) for tenured faculty and the most recent four (4) for non-tenured faculty; and

e) information not specified in 19.2 above.

ARTICLE 20

FACULTY IMPROVEMENT, PROFESSIONAL AND PERSONAL LEAVES OF ABSENCE

20.1 Both parties recognize and understand that exceptions to any University leave policy may be made by the Board of Trustees.

20.2 Faculty Improvement Leave: Both parties to this agreement recognize that the University cannot pay the costs of faculty improvement leave from public funds. Both parties further subscribe to the concept of faculty improvement leave for professional development in accordance with State Law ORC 3345.28. The Administration will make a good faith effort to obtain funds that will permit the granting of faculty improvement leave during the time period covered by this agreement. If funds should become available from outside sources for such leaves, the University will develop policies and guidelines governing faculty improvement leaves and present the guidelines to the AAUP-CSU for review and input.

20.3 Guidelines for Faculty Improvement Leave: Faculty improvement leaves shall be available to Assistant Professors, Associate Professors and Professors after seven (7) or more years of service at Central State University. Such leaves when requested and approved by the Department Chairperson or Library Director, Dean, Vice-President for Academic Affairs, President and Board of Trustees shall be granted for one (1) year at 2/3 annual salary.

20.4 Professional Leave: Professional Academic leave without pay may be granted at any time by the Board of Trustees on recommendation of the Department Chairperson, Dean, Vice-President for Academic Affairs, and President, for purposes of intellectual and professional enrichment promising to serve the best interests of the University.

20.5 Guidelines for Professional Leave:

a) Professional leave may be granted to any Bargaining Unit member, and such leave may be granted for up to one (1) year and may be renewed for an additional year. A person granted leave may accept remuneration during the period of leave.

b) Except in emergency or unusual cases, personnel applying for professional leave will file their requests with the appropriate Department Chairperson by February 1 of the year preceding the academic year in which the leave is intended to begin. The Department Chairperson will forward his/her recommendation regarding the professional leave request to the Dean or Library Director who in turn forward all requests for leave, with his/her and the Department Chairperson's recommendation to the Vice-President for Academic Affairs. The applicant will be notified by March 1 of the disposition of the request.

c) Upon completion of the leave, the bargaining unit member will submit to the Dean or Library Director a report detailing the attainments while on leave.

d) Upon returning from leave, a person will receive any salary increase, promotion or award of tenure which he or she would have received had he or she remained in residence.

e) Except in cases where University regulations require an earlier retirement, all leaves will be granted with the understanding that the recipient is obligated to return to the University for at least two (2) academic years immediately following the period of leave.

f) A person on leave will have the right to participate in any or all fringe benefits to which he or she would have been entitled if not on leave. Such benefits will be provided upon payment by the individual of the full costs thereof. All benefits which are based on salary, except retirement, will be calculated on the regular base salary which the person would receive if he or she were not on leave.

20.6 Personal Leave: Bargaining Unit members may at any time request a personal leave of absence without pay for up to one (1) year for reasons including, but not limited to, public service or family needs.

20.7 Guidelines for Personal Leave:

a) A request for personal leave may be initiated by submitting a written request to the Department Chairperson. The request will state the reason for the leave, the period of absence, and the date of return. Upon the recommendation of the Department Chairperson, and subject to the concurrence of the Dean or Library Director, a leave of absence without pay may be granted by the Board of Trustees on recommendation of the President. The Vice-President for Academic Affairs will inform the individual submitting the request of the Board's decision. Renewal requests up to a maximum of two (2) years may be submitted by the same procedure.

b) A Bargaining Unit member on personal leave will have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure. Such waiver by the individual will serve automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave will not be for a period of less than one (1) year. A person on personal leave will have the right to participate in any or all fringe benefits except for retirement for which he/she would have been eligible if not on leave. Such benefits will be provided upon payment by the individual of the full costs thereof.

ARTICLE 21

COURT, MILITARY, AND POLITICAL LEAVE

21.1 Both parties recognize and understand that exceptions to any University leave policy may be made by the Board of Trustees.

21.2 Court leave: Bargaining Unit members may be granted court duty leave with pay and will be granted jury duty leave with pay for such purposes. Evidence in the form of a subpoena or other written notification will be presented to the member's Department Chairperson as far in advance as possible. All compensation received from court during such leave will be deposited with the Central State University cashier's office. Court leave with pay is not allowed for situations in which the faculty member is appearing as a witness for remuneration.

21.3 Short-term Military leave: When a Bargaining Unit member must fulfill temporary military duty with a National Guard unit, and this occurs during a contract period, the Administration will grant leave to the individual for this purpose. All benefits, including pay, will be continued subject to provisions of the insurance policies and restrictions of law, if any. Such leave will not exceed thirty-one (31) days.

21.4 Long-term Military leave: A long-term military leave of absence without pay will be granted to any faculty member in the event of involuntary induction for extended duty, i.e., more than thirty-one (31) days. Upon return from such leave the faculty member will be placed in the same position which he/she held prior to the leave except that he/she will receive any salary increase, promotion, or award of tenure which he/she would have received had he/she not been on leave.

21.5 The Administration agrees to comply with the Federal and State Veteran's Employment Acts with respect to military leave.

21.6 Political leave: A Bargaining Unit member who is elected or appointed to a full-time political office may be granted leave without pay for the duration of his/her term of office. This leave will not exceed two (2) years.

ARTICLE 22

SICK LEAVE

22.1 Accumulated sick leave may be used by a member of the Bargaining Unit whenever he/she is unable to fulfill his/her duties because of personal illness, injury, exposure to contagious disease which could be communicated to others, or because of illness, injury, or death in his/her immediate family. The member will immediately notify his/her Department Chairperson or Library Director, as the case may be, and advise of the estimated duration of absence.

22.2 Pregnancy and childbirth leave will be treated the same as any other sick leave.

22.3 Bargaining Unit members will continue to accumulate sick leave at the rate of fifteen (15) days per year (1.25 days for each month) including

paid academic leave and paid military or sick leave. Bargaining Unit members will receive accumulated sick leave for previous years of service with the State of Ohio based upon the appropriate accrual rate minus the number of days used.

22.4 Sick leave may be used during any period of time in which the Bargaining Unit member is under contract to perform services for the University. After ninety (90) days absence for a single or continuing illness or injury, the Bargaining Unit member must be declared disabled by a licensed physician and must submit his/her claim for disability benefits to the insurance carrier.

22.5 The Administration may, while a Bargaining Unit member is on sick leave, require a statement from a physician as to his/her continued disability and illness.

22.6 Persons on sick leave will receive their regular compensation during the period of leave, as well as any salary increases, promotions, awards of tenure, or any other rights which they would have received individually or as a member of the Bargaining Unit had they not been on such leave.

22.7 Upon retiring from active service with the University, after ten (10) years or more of service to Central State University, a Bargaining Unit member will be compensated in an amount equal to one-fourth (1/4) of the accrued but unused sick leave credit (but in no case more than one-fourth of 120 days). This payment will be based upon the individual's rate of pay at the time of retirement. The payment for sick leave under the policy outlined in this paragraph eliminates all sick leave credit accrued by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of this paragraph.

22.8 Effective September 1, 1989, a Bargaining Unit member retiring from active service or upon death, after ten (10) years or more of service to the University, will be compensated or his or her estate will be paid an amount equal to one-third (1/3) of the accrued but unused sick leave credit (but in no case more than one-third of 120 days). This payment will be based upon the individual's rate of pay at the time of retirement or death. The payment for sick leave under the policy outlined in this paragraph eliminates all sick leave credit accrued by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of this paragraph.

ARTICLE 23

SPECIAL OR EMERGENCY LEAVES

23.1 It is recognized that from time to time it may be advantageous to an individual and to the University to grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in prior provisions of this Agreement. Such leaves may be requested by a Bargaining Unit member and granted if approved by the Department Chairperson, Dean or Library Director, Vice-President for Academic Affairs and the President. The terms and conditions of such leaves will be mutually agreed upon by the individual and the Administration.

ARTICLE 24

SPECIAL DUTY ASSIGNMENTS

24.1 Special Duty Assignments: It is recognized that from time to time it may be advantageous to an individual and to the University for Bargaining Unit members to be released from instructional duties in connection with specific research, scholarly, or creative programs. The Dean or Library Director must forward his/her recommendations for special duty assignments, with the Department Chairperson's recommendations, to the Vice-President for Academic Affairs. The terms and conditions of such special duty assignments will be mutually agreed upon by the individual and the Administration subject to approval by the Board of Trustees.

ARTICLE 25

PROFESSIONAL TRAVEL

25.1 The AAUP-CSU and the Administration encourage faculty and librarian participation in activities sponsored by recognized professional organizations. This includes presenting papers at meetings, serving as officers or in other capacities, and attending and participating in general meetings, seminars and workshops. The following provisions shall represent policies with respect to reimbursement for travel expenses.

1. Eligibility for Travel Expense Reimbursement:

   A. To be eligible for reimbursement for reasonable travel expenses, a Bargaining Unit member must qualify under one (1) or more of the following categories:

      1) Request by the Dean or Library Director to represent the unit in some official capacity.

      2) Present a prepared or invited paper at a meeting of a recognized professional organization.

      3) Serve as a major officer of a recognized professional organization and be required to participate actively in a regularly called meeting of such organization.

      4) Comply with the terms of a grant/contract award.

   B. Bargaining Unit members who do not qualify under conditions specified under Section 1.A above, but who wish to attend a meeting or other activity sponsored by a recognized professional organization shall be reimbursed by the University per the approved University travel form.

   C. Bargaining Unit members who qualify for reimbursement for travel to a professional meeting under Section 1.A or 1.B above may request funds from their department budget.

2. Rules for Travel Expense Reimbursement:

A. In receiving funds for professional travel, Bargaining Unit members shall follow the rules for Reimbursement of Expenses for Travel on Official University Business and shall be compensated as specified in those rules.

B. The Rules for Reimbursement of Expenses for Travel on Official University Business shall contain the provisions indicated herein.

1) The University contribution for daily expenses for rooms, meals, and transportation shall not be less than the amount authorized by state law.

2) Both parties understand that Ohio Sales Tax cannot be reimbursed for in-state travel. Bargaining Unit members are advised to obtain an Ohio State Tax Certificate of Exemption.

C. Faculty members traveling with University financial support are expected to file a report on the professional aspects of their activities with the respective Department Chairperson.

D. The Administration, through the budget process, will endeavor to provide travel budgets commensurate with the number of members of a Department.

ARTICLE 26

PARKING

26.1 The Administration will make a good faith effort to provide adequate parking space for members of the Bargaining Unit in line with policies established by the Committee on University Planning and Capital Improvements of the University Senate and approved by the Board of Trustees.

ARTICLE 27

PATENTS AND COPYRIGHTS

27.1 The right to ownership, disposition and control of copyrightable material and patentable discoveries or inventions will be determined in accordance with ORC 3345.14.

ARTICLE 28

PROVISIONS FOR EMERITI

28.1 Emeritus status is the highest earned faculty rank awarded by the Board of Trustees to retired tenured faculty members. Recommendations for the awarding of emeritus status shall be initiated by the Department Chairperson after consultation with members of the department and shall be forwarded for approval to the Dean, the University Committee on Promotion and Tenure, the Vice President for Academic Affairs, and the President. It is understood that the retired faculty member shall have made a significant contribution to the University and/or served at least ten (10) or more years at Central State University.

28.2 Continued Benefits: An emeritus faculty member will be entitled to the use of an office and/or research facilities, including laboratories, provided he/she uses it regularly and there is sufficient space available. Emeriti will also be entitled, on the same basis as other faculty members, to use of the library, tickets to University functions, use of recreational facilities, use of parking facilities, remission of all instructional fees, a mailbox, listing in the University Catalog and Campus Directory, secretarial assistance in typing manuscripts, stationary and similar supplies, access to the computer center, institutional support for University proposals submitted to funding agencies, and assistance in defraying costs incurred when giving papers or acting as session chairpersons at scholarly meetings and when publishing articles in scholarly periodicals.

28.3 Limited-Service Teaching: The Administration will endeavor to utilize the teaching services of retired faculty members. The Administration may provide retired members of the Bargaining Unit the opportunity to teach as allowed by law each academic year as long as the retired Bargaining Unit member is physically able to satisfactorily perform his/her teaching duties and provided further, that the Department Chairperson has received written notification of the retiree's desire to teach and recommends the retiree for the proposed teaching assignment. The retired faculty member who teaches will be paid at the limited-service rates currently in effect.

ARTICLE 29

APPOINTMENT YEAR AND SALARY CHECKS

29.1 Bargaining Unit members fulfill their contractual obligations by teaching/service during the Fall, Winter and Spring quarters. Pay for the contract year may be distributed evenly over twelve (12) months or ten (10) months and will be payable to Bargaining Unit members on the last working day of the month. If summer teaching/service is available and is offered to a Bargaining Unit member by the Administration, such summer teaching/service is optional on the part of the Bargaining Unit member and is for additional compensation as specified in Article 36, Summer School Compensation. Nothing contained in this Article shall change the duration and application of this Agreement which becomes effective September 1, 1988 through August 31, 1991.

29.2 Payments to Tax-Deferred Annuity Accounts: For Bargaining Unit members having money withheld from their paychecks for the purpose of contributing to Tax-Deferred Annuity accounts, the Administration will promptly make payments to such accounts.

ARTICLE 30

INITIAL SALARIES

30.1 Salaries for initial contracts to a proposed faculty member will be recommended by the Chairperson of the department in which the proposed faculty member would belong, after consultation with the members of the department. In making the recommendation, the Chairperson will consider existing salaries and ranks within the department as well as in the University in general so that new appointments do not result in the creation of inequities. If the Administration disagrees with the recommendation of the Department Chairperson, it will explain, in writing, the reasons for that disagreement. The Department will reconsider its recommendation and the Department Chairperson will submit either a new recommendation or reasons for maintaining the original recommendation. The Administration will attempt to avoid creating additional inequities by appointing faculty members at salaries that are too high or too low for the appropriate rank and experience.

ARTICLE 31

ACROSS-THE-BOARD SALARY ADJUSTMENTS

31.1 Adjustments for 1988-89: Effective September 1, 1988, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1988 will receive a salary increase of $800.00 plus 2.4 percent increase of base salary for the period September 1, 1988 to August 31, 1989.

31.2 By the next payday after the ratification of this Agreement, Bargaining Unit members will be paid for all unpaid portions of this increase, as well as for increases due under Articles 32, 33 and 35 of this Agreement, that would have been paid by that payday had this Agreement been ratified prior to September 1, 1988.

31.3 Adjustment for 1989-90: Effective September 1, 1989, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1989 will receive a salary increase of $800.00 plus 2.6 percent increase of base salary for the period September 1, 1989 to August 31, 1990.

31.4 Adjustment for 1990-91: Effective September 1, 1990, each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1990 will receive a salary increase of $800.00 plus 2.6 percent increase of base salary for the period September 1, 1990 to August 31, 1991.

31.5 The Administration reserves the right to award additional compensation based on outstanding research work by a Bargaining Unit member.

ARTICLE 32

MINIMUM SALARIES

32.1 Minimum Salaries for 1988-89: In addition to across-the-board salary increases referred to in Article 31, there will be salary adjustments effective September 1, 1988, as may be necessary to meet the following minimum salary requirements:

Professor	$31,000
Associate Professor	$27,000
Assistant Professor	$23,000
Instructor	$19,000

32.2 Minimum Salaries for 1989-90: The minimum salaries, effective September 1, 1989, for members of the Bargaining Unit will be as follows:

Professor	$31,500
Associate Professor	$27,500
Assistant Professor	$23,500
Instructor	$19,500

32.3 Minimum Salaries for 1990-91: The minimum salaries, effective September 1, 1990, for members of the Bargaining Unit will be as follows:

Professor	$32,000
Associate Professor	$28,000
Assistant Professor	$24,000
Instructor	$20,000

32.4 These schedules will apply both to members of the Bargaining Unit who were members of the Bargaining Unit in the spring quarter of the previous academic year and to members of the Bargaining Unit hired thereafter. Any Bargaining Unit member's salary which is below the specified minimum after effecting the Across-The-Board increases set forth in Article 31 will be brought to the appropriate minimums, as provided herein in Sections 32.1, 32.2 or 32.3

ARTICLE 33

SALARY ADJUSTMENTS FOR YEARS OF SERVICE

33.1 Some inequities will be corrected and years of service to Central State University will be rewarded by increasing Bargaining Unit members' salaries, after Across-the-Board adjustments have been made and after minimum salary requirements have been met, by $1,000 upon completion of a five (5) year block of service to Central State University. There will be no more than one (1) $1,000 adjustment per Bargaining Unit member during the term of this Agreement.

33.2 Adjustments for 1988-89: Each Bargaining Unit member who completed the fifth, tenth, fifteenth, twentieth, twenty-fifth, or thirtieth year of

service to Central State University during the 1987-88 academic year will receive an additional salary increase of $1,000 effective September 1, 1988.

33.3 Adjustments for 1989-90: Each Bargaining Unit member who completed the fifth, tenth, fifteenth, twentieth, twenty-fifth, or thirtieth year of service to Central State University during the 1988-89 academic year will receive an additional $1,000 effective September 1, 1989.

33.4 Adjustments for 1990-91: Each Bargaining Unit member who completed the fifth, tenth, fifteenth, twentieth, twenty-fifth, or thirtieth year of service to Central State University during the 1989-90 academic year will receive an additional salary increase of $1,000 effective September 1, 1990.

33.5 For purposes of calculating years of service under this Article, only continuous service will be counted, except that years on official leave from the University, while not counted for purposes of computing salary adjustments, will not be interpreted as creating a discontinuity in years of service. For purposes of calculating years of service under this Article, only full academic years beginning in September will be counted.

ARTICLE 34

COMPENSATION STUDY COMMITTEE

34.1 The Compensation Study Committee shall be an on-going committee with three (3) members appointed by AAUP-CSU and three (3) members appointed by the Administration. The Chairperson of the Committee shall be elected from among the members of the Committee.

34.2 The purpose of the Committee shall be to monitor, gather data, study and make recommendations to the Administration on inequities in ranks and salaries, on reduction of costs of fringe benefits to the University without reducing the level of benefits to the Bargaining Unit members, and how to improve the economic conditions of the faculty while maintaining the fiscal integrity of the University.

34.3 The Administration will provide the Committee with all information available to it regarding salaries and cost of fringe benefits and changes in laws regarding matters of concern to the Committee.

34.4 The Committee shall report by April 15 of each year to the Vice-President for Academic Affairs and to AAUP-CSU.

34.5 The creation of this Committee will not constitute a waiver by either party of any rights under the Ohio Collective Bargaining Law.

ARTICLE 35

OVERLOADS, EXTRA COMPENSATION

35.1 Overload Assignments: Overload teaching or service assignments within a department, including CSU-West, will generally be offered on a rotating basis when practical, so that all full-time faculty members of the department may have overload teaching/service opportunities equally without preference as to rank, tenure status, and years of service, subject to the need of the department for teaching/service.

35.2 Overload Compensation Schedule: Effective September 1, 1988 and continuing for the duration of this Agreement, extra payment for overload teaching/service, including CSU-West, will be paid in accordance with the following schedule:

All ranks - $350.00 per credit hour per quarter

35.3 Overload for Research: Overload compensation for research grants and contracts during the academic year will be limited to a maximum of one-third (1/3) of base pay. For additional research compensation, release time will be provided. There will be no limit on compensation for research during the summer provided that the faculty members have no teaching assignment.

ARTICLE 36

SUMMER SCHOOL COMPENSATION

36.1 Summer Assignments: Summer teaching assignments within a department will generally be offered on a rotating basis when practical, so that all full-time members of the department may have summer teaching opportunities equally without preference as to rank, tenure status, and years of service, subject to the need of the department for teaching. If an individual's assigned course(s) does not meet the required minimum enrollment, and the course(s) is (are) not taught as a result, the individual will not be considered as having received a summer teaching opportunity. An individual may not teach in the summer as a substitute for teaching in one or more of the regular academic year quarters.

36.2 Written notice of assignment to summer teaching will be sent to the faculty on or about April 1 of each year. If the faculty member plans to accept the assignment, he/she will notify the Administration within two weeks after receipt of the notice of assignment.

36.3 Summer Contracts: Formal contracts will be provided to faculty during the second week classes are in session. Summer teaching contracts will be contingent upon the minimum starting enrollment of 12 students in freshman-sophomore level courses and 8 students in junior-senior level courses as determined by the Department Chairpersons. When a Bargaining Unit member is assigned more than one (1) course during summer quarter, enrollments for courses taught by that Bargaining Unit member may be averaged if so doing permits additional courses to be taught. Classes with fewer students may be taught at the discretion of the Administration and Bargaining Unit members teaching such classes

will be compensated for them on a pro-rated basis. The Administration decision about whether or not a course will be offered will be made during the first full week of classes.

36.4 Summer Salaries: For the duration of this Agreement, a faculty member will receive 2/9 of his/her 10-month salary of the previous academic year, not to exceed $700.00 per credit hour, payable in two (2) equal payments. For teaching of less than the full-time load of ten (10) hours, summer salary may be pro-rated.

ARTICLE 37

ADDITIONAL COMPENSATION

37.1 The Administration reserves the right to make salary or fringe benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit for purposes such as matching a bona fide offer from a rival institution, correcting inequities not otherwise dealt with in this Agreement, and/or rewarding outstanding professional contributions. Additional compensation may be awarded for those professional contributions clearly above and beyond normal professional expectations. When such individual adjustments are proposed, the Administration will inform AAUP-CSU of the proposed adjustments and will state the reasons with the specific documentation leading to the adjustment. The AAUP-CSU, if it wishes to respond, must do so within twenty (20) days after notification, but said response is in no way binding upon the Administration. The funds used for such adjustments will not decrease the amounts available to other members of the Bargaining Unit as provided for by the provisions of this Agreement.

ARTICLE 38

MEDICAL INSURANCE

38.1 Medical Insurance - Basic Coverage: The Administration will provide for Bargaining Unit members a single or family plan at their election and pay the cost of coverage of Basic Medical Insurance with no less than the same benefits as exist within the present plan which includes, but is not limited to, comprehensive 365-day most prevalent room allowance, dependent children under age 21 are covered as are children up to 24 who are full time students or who have physical or mental disabilities and are dependent on the participant, maternity benefits, diagnostic service and emergency care rider, minor surgery in a doctor's office, hospitalization for alcoholism and psychiatric care, extended care facility rider, prescription drug rider, vision care rider, 100% UCR (Usual Customary Rates) in-hospital medical benefits.

38.2 Medical Insurance - Major Medical: The Administration will provide for Bargaining Unit members a single or family plan at their election and pay the cost of Major Medical Insurance coverage with no less than the same benefits as exist within the present plan which includes, but is not limited to, an annual deductible of $100 eligible charges per person up to a maximum of $200 per family, 80% of eligible charges paid by

insurance and 20% paid by the participants until $2,000 covered expenses have been incurred, 100% of eligible charges over $2,000 paid by the insurance (except for out of the hospital psychiatric expenses, which are always payable at 80%), dependent children under age 21 as are children up to the age of 24 who are full time students or who have physical or mental disabilities and who are dependent on the participant.

38.3 Health Maintenance Organizations: As an alternative to the medical insurance provided in Paragraphs 38.1 and 38.2, the Administration will make available to Bargaining Unit members the option of membership in a health maintenance plan. If a member of the Bargaining Unit elects the Health Maintenance Organization (HMO) option, the Administration will contribute premiums it would have paid under Paragraphs 38.1 and 38.2 herein or subscription charges for the HMO program. Such contributions, however, will not exceed the amount which would have been paid on behalf of that individual for group insurance had the individual Bargaining Unit member not elected the HMO option. If the premium or subscription charges for HMO coverage exceed that amount, the individual Bargaining Unit member will be responsible for payment of said excess amount.

ARTICLE 39

DENTAL INSURANCE

39.1 The Administration will provide for Bargaining Unit members a single or family plan at their election and pay the cost of only single plan coverage of the basic dental insurance. The plan will offer a deductible of $25.00 for each individual covered, an annual maximum of $1000.00, 100% UCR reimbursement for Type I preventive procedures, 80% UCR reimbursement for all other Type I procedures, 80% UCR reimbursement for Type II procedures (major treatment), and 50% UCR reimbursement for Orthodontia procedures (lifetime maximum benefit of $1000.00).

ARTICLE 40

LIFE INSURANCE

40.1 The Administration will provide for Bargaining Unit Members Group Term Life and Accidental Death and Dismemberment (AD&R) Insurance equal to two (2) times base annual salary and with benefits the same as those included in the present carrier's life plan.

40.2 In the event of Total Disability, Term Life Insurance will be continued equal to the amount in force immediately before the start of disability, and will continue permanently as long as the Bargaining Unit member is declared disabled. Term life insurance premiums during the period of Total Disability will be at no cost provided the employee completes a waiver of premium subject to approval by the insurance carrier. To qualify for disability coverage, the Bargaining Unit member must apply prior to early retirement but in no event will the application for disability be considered if it is filed after age 65.

40.3 The Administration and the Bargaining Unit members will continue to pay, for the period September 1, 1988 to August 31, 1991, the same proportions of the life insurance premium that they paid during the past three (3) year period.

40.4 Optional Additional Coverage: A Bargaining Unit member may elect to have additional group term life insurance coverage of one (1) times base annual salary and such coverage will be provided by the Administration with full cost of such additional coverage paid for by the Bargaining Unit member.

ARTICLE 41

DISABILITY INSURANCE

41.1 The Administration will provide for Bargaining Unit members Total Disability Insurance equivalent to that currently in force with the current carrier. The benefit is 60% of the insured's monthly earnings up to a maximum of $2,000.00 per month. This benefit will terminate at the end of the academic year during which the insured Bargaining Unit member turns 65 providing the employee is declared disabled.

41.2 The Administration and the Bargaining Unit members will continue to pay, for the period September 1, 1988 to August 31, 1991, the same proportions of the disability insurance premium that they paid during the past three (3) year period.

ARTICLE 42

RETIREMENT PROGRAMS

42.1 Members of the Bargaining Unit will continue to participate in the State Teachers Retirement System of Ohio with eligibility and contributions as determined by regulations of said retirement system.

42.2 Early Retirement Incentive: The Early Retirement Incentive Plan provided by STRS as outlined in Section 3307.35 of the Ohio Revised Code will be considered by the Compensation Study Committee as set forth in Article 34 herein and recommendations will be submitted by said Committee.

42.3 Reporting of Payments: The Administration will continue the present reporting system regarding payments to the State Teachers Retirement System (i.e. - "paper pick-up").

ARTICLE 43

FEES

43.1 Fees for courses taken by members of the Bargaining Unit and their dependents will be paid for out of income budgeted by the University in accordance with Section 72.02 of AM. SUB. House Bill 171. Dependents include spouses and natural or legally adopted children.

43.2 The foregoing benefit will extend to the dependents of deceased persons who, at the time of their death, were members of the Bargaining Unit and shall be subject to approval by the Board of Trustees of the University.

43.3 The foregoing benefit will also extend to the dependents, who were dependents at the time of retirement, of individuals who retired from Central State University after at least ten (10) years of service to the University and shall be subject to approval by the Board of Trustees of the University.

ARTICLE 44

RIGHTS AND DUTIES OF THE AAUP AS AGENT

44.1 The Administration and the AAUP recognize that each has responsibility for the administration of this Agreement.

44.2 The Administration agrees that all members in the Bargaining Unit will have the right to organize freely, to join and to support AAUP-CSU for the purpose of engaging in collective bargaining. There will be no discrimination by the Administration because of membership in AAUP, nor will any attempt be made to discourage membership in AAUP.

44.3 Committees evaluating performance will consider and credit service to AAUP in the same manner as they consider and credit service to all other University committees.

44.4 AAUP-CSU will have free and reasonable use of campus mail services, bulletin boards, meeting rooms, classrooms, auditoriums, and equipment, subject to the same regulations established for other organizations recognized by the University.

44.5 AAUP-CSU will have the right to deposit monies with the University from time to time as AAUP-CSU finds appropriate for the purpose of providing for purchase from the University Central Stores. AAUP-CSU will have the right to make purchases from the University Central Stores provided that AAUP-CSU's account at the time of purchase has a positive net balance.

44.6 AAUP-CSU will be afforded the privilege of contracting for University services as may be contracted for by other campus groups or organizations, at the same cost regularly assessed other campus groups.

44.7 The Administration will grant a pool of release time of thirty-six (36) quarter hours or twelve (12) courses for faculty or equivalent duties for librarians in the period of this Agreement for the purpose of contract

negotiations, contract administration and related duties. The AAUP-CSU will notify the Vice-President for Academic Affairs of the names of persons who are to receive the release time no later than thirty (30) days prior to the beginning of the quarter. However, no one Bargaining Unit member should be released from more than one (1) course per quarter or equivalent duties for librarians for the reasons stated in this Article. Approval of the Dean or Library Director must be obtained as to the particular teaching or library duties from which the faculty member is to be released.

44.8 On or before September 1 of each year of this Agreement, AAUP-CSU will advise the Administration of the date of regularly scheduled meetings of AAUP-CSU for the academic year. Appropriate members of the Administration will be advised of AAUP-CSU meeting dates.

44.9 AAUP-CSU will be furnished with a copy of the minutes of each meeting of the Board of Trustees after the minutes are transcribed.

44.10 The Administration will notify AAUP-CSU within thirty (30) days of granting of academic leave or other leave to any member of the Bargaining Unit.

44.11 Within sixty (60) days after the ratification of this Agreement, the Administration will provide AAUP-CSU with copies of the Personnel Forms which show the current status of all members of the Bargaining Unit. Subsequently, for the remainder of this Agreement, the Administration will promptly provide to AAUP-CSU copies of the Personnel Forms which show all initial appointments, terminations, and change of Bargaining Unit membership for members in the Bargaining Unit. The Administration will also provide to AAUP-CSU on November 1 and February 1 of the years covered by this Agreement, lists containing the current budgeted salaries of all members of the Bargaining Unit.

44.12 The Administration will provide to AAUP-CSU a statement of student enrollments in classes taught by the University for the fall quarter of each academic year of this Agreement within thirty (30) days after such information is known. The Administration will also provide at the same time a statement of the full-time faculty positions which have existed in each college during the current academic year and which will exist for the following year.

44.13 During the term of this Agreement, the Administration will make available for inspection to AAUP-CSU, within a reasonable time after receiving a written request therefrom, such requested information in any form which is available, relevant and necessary for the administration of this Agreement, provided, nevertheless, that information need not be made available as to any matter as to which no final commitment or decision has been made by the Administration.

44.14 The Administration will deduct from the salary of all members of the AAUP-CSU the dues that are authorized, levied and collected from the general membership of AAUP-CSU upon the condition that AAUP-CSU furnish the Administration written authorization duly executed by members of AAUP-CSU permitting such deductions. An example of the authorization form to be used is attached as an appendix to this Agreement. AAUP-CSU will furnish the Administration with a list of persons who authorize such deductions with the amount to be deducted and the Social Security Number for each.

44.15 For the duration of this Agreement, dues deductions will be made in ten (10) equal payments (November through August) for faculty who are paid over a twelve month period and in eight (8) equal payments (November through June) for faculty who are paid over a ten month period. The Administration will remit same to AAUP-CSU no later than fifteen (15) days after the date of such deductions.

ARTICLE 45

GRIEVANCE AND ARBITRATION

45.1 Intent: The parties recognize and endorse the importance of establishing a prompt, fair, and efficient mechanism for the orderly resolution of complaints and agree to use their best efforts to encourage the prompt settlement of such matters. Both parties encourage the resolution of complaints before they become formal grievances. It is understood that nothing in this grievance procedure shall limit the existing right of an individual member of the Bargaining Unit to communicate with any person in the University Administration for the purpose of informal resolution of a complaint.

45.2 Definition: A "grievance" is a complaint or allegation by a member of the Bargaining Unit or by the AAUP-CSU that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement, or the past practices and policies hereinbefore defined.

45.3 Informal Procedure: Any individual member of the Bargaining Unit or members may at any time present an informal complaint at the lowest administrative level having authority to dispose of same. Such a complaint may be adjusted without intervention of the AAUP-CSU, provided that the adjustment is not inconsistent with the terms of the Agreement. The administrator shall notify the AAUP-CSU in writing of such adjustments. Similarly, any member of the Bargaining Unit may choose to discuss a complaint with the appropriate member of the administration in the presence of a representative of the AAUP-CSU. The AAUP-CSU may informally present a complaint on behalf of any member of the Bargaining Unit or the AAUP-CSU to the appropriate administrator. The administrator shall investigate the complaint as deemed appropriate and respond to the complaint in writing within ten (10) days. Any settlement, withdrawal, or disposition satisfactory to the member(s) or the AAUP-CSU of a complaint at this informal stage shall be a final resolution of that particular complaint.

45.4 Formal Grievance: In the event that the complaint is not resolved satisfactorily through the informal procedure, the formal procedure for grievances shall be invoked as follows:

45.5 Basic Provisions: Steps One, Two, and Three of the grievance procedure set forth in this Agreement shall be pursued to completion before any application for arbitration shall be made, unless the parties hereto enter into a written waiver of such step or steps and agree to proceed directly to arbitration.

45.6 Time limits throughout this Article, referring to "days" shall mean "working days" which are defined as days exclusive of Saturday, Sunday, formal holidays, periods when University Registration, classes and examinations are not scheduled, periods when the University is closed, and Summer Sessions. Either party may be granted, by mutual agreement, a reasonable extension whenever persons necessary for the proper presentation or defense of a grievance are unavailable.

45.7 At all formal levels of the grievance procedure and arbitration hearings, the parties shall have the right to be present, and the right to have legal counsel present at their own expense.

45.8 Unless extended by mutual consent in writing, the time limits specified herein shall be the maximum time allowed. In the event of a failure to comply with the time limits on the part of the grievant(s) or AAUP-CSU, the grievance shall be considered as having been withdrawn. In the event of failure to comply with the time limits on the part of the Administration, the grievance shall automatically be advanced to the next step of the procedure. In this latter instance, it is the responsibility of the grievant(s) to advance the grievance by filing a Grievance Disposition Reaction Form, at the next step, within ten (10) days of the failure to comply.

45.9 Means of Notification shall be sent to the grievant's home address as it appears on the grievance form. Grievances will be processed on the forms which appear in the Appendix to this Agreement.

45.10 Any information pertaining to the grievance in the official file in the possession of the Administration needed by the grievant or the AAUP-CSU in behalf of the grievant to investigate and process a grievance shall be provided to the grievant or AAUP-CSU on request within ten (10) working days, at the cost of the grievant.

45.11 A member of the Bargaining Unit who participates in a grievance procedure shall not be subject to discipline or reprisal because of such participation.

45.12 Formal Grievance Procedure: Grievances will be processed as described below unless the Administration and AAUP-CSU mutually agree to alter the procedure.

45.13 Within sixty (60) days of an event, or an individual's knowledge of an event to which the individual wishes to object, the individual will submit a completed Faculty Grievance Form to the Department Chairperson with copies to the Administration and AAUP-CSU.

45.14 Step 1 - Department Chairperson: Within twenty (20) days after the receipt of the grievance form, the Chairperson will hold a hearing on the grievance at a time which is mutually convenient to the parties. The Chairperson will attempt to determine the facts pertaining to the grievance, and notify the grievant on a Grievance Disposition Form of his or her decision within ten (10) days after the hearing. Within ten (10) days after receipt of the disposition by the Chairperson, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction form.

45.15 Step 2-Dean: If the Dean receives an appeal from Step 1, the Dean may either transmit a Grievance Disposition Form to the grievant within ten (10) days after receipt of the appeal, or hold a hearing within twenty (20) days after the receipt of the appeal at a time which is mutually convenient to the parties. If the Dean holds a hearing, the Dean will file a disposition with the grievant within ten (10) days after the hearing. In those cases where a grievance originates at the Dean's level, the Dean will hold a hearing. Within ten (10) days after the receipt of the disposition by the Dean, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

45.16 Step 3-Vice-President for Academic Affairs/President: If the Vice-President for Academic Affairs/President receives an appeal from Step 2, within ten (10) days after the receipt of an appeal, the Vice-President for Academic Affairs or the President will hold a hearing on the grievance at a time which is mutually convenient to the parties. Within ten (10) days after the hearing, the Vice-President or President will notify the grievant of his or her decision by transmitting a Grievance Disposition Form to the grievant. Within ten (10) days after the receipt of the disposition, the grievant may appeal to arbitration. The grievant will indicate his or her intention to appeal by completing and distributing a Grievance Disposition Reaction Form. Within thirty (30) days after the receipt of the appeal to arbitration, AAUP-CSU will notify the Administration whether it supports the appeal. In matters involving Termination for Cause, AAUP-CSU support for an appeal to arbitration will not be required.

45.17 Step 4-Arbitration: If AAUP-CSU supports the appeal to arbitration, representatives of the Administration and AAUP-CSU will meet within twenty (20) days to select an arbitrator or to request the Federal Mediation and Conciliation Service or the American Arbitration Association to supply them with a list of names from which they will select an arbitrator. The arbitrator will be selected from the list within twenty (20) days of receipt of the list or a new list will be requested. If there is a doubt as to the arbitrability of a grievance, the parties will request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he or she will then proceed to conduct a hearing on the merits of this grievance. The arbitrator will have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator's decision will be binding upon the Administration, AAUP-CSU and the grievant. The arbitrator will render a decision within thirty (30) days after the arbitration hearing.

45.18 The arbitration procedures will be governed by the following:

1. The language of this Agreement shall be binding on the arbitrator.

2. The arbitrator shall neither add to, subtract from, modify or alter the terms of provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue.

3. All fees and expenses of the arbitrator shall be divided equally between the parties. Any party desiring a transcript of the proceeding shall bear the cost.

45.19 The AAUP-CSU shall have final decision, in its sole discretion, on whether a particular grievance shall be submitted to arbitration.

45.20 In the event that an individual grievant decides to pursue the grievance through any other lawful means, such grievance shall be considered withdrawn and the grievant may pursue the case through any court of competent jurisdiction. Exercise of such other lawful means shall comprise the grievant's sole remedy and the grievant shall waive his/her right to the grievance procedure and arbitration hereunder.

45.21 Other Cases: The procedures of this Article will be available to settle questions raised by the Administration or AAUP-CSU concerning the meaning or application of the terms of this Agreement. If such questions arise, the Administration or AAUP-CSU may file a statement thereof with the other party with appeal to arbitration according to the time limits and other restrictions specified in this Article.

ARTICLE 46

AGREEMENT MANAGEMENT

46.1 In order to facilitate communications between the AAUP-CSU and the Administration, there will continue to be a Service Committee consisting of six (6) members as follows. The AAUP-CSU and the Administration will each appoint three (3) members.

46.2 The duties of the Service Committee will be to discuss problems of Agreement implementation and management, identify Agreement oversight or lack of clarity, make suggestions for improved Agreement management and settle, if possible, unit clarification issues.

46.3 The Service Committee will meet at least once each academic quarter. The Chairperson of the Service Committee can rotate one (1) quarter at a time between the parties.

46.4 The Service Committee will not become involved in the grievance process. The parties further agree that this Service Committee is the proper forum to use in questions which have broad impact on the collective bargaining process.

ARTICLE 47

SAVINGS AND SEPARABILITY

47.1 In case any provision in this Agreement or part thereof is for any reason held to be illegal or invalid, such illegality or invalidity will not affect the remainder of this Agreement which will be construed and applied as if such provision or part thereof, to the extent to which it is illegal or invalid, were not contained therein, and each other provision or part thereof will remain in full force and effect; provided, however, if requested by either, the parties will, if possible, negotiate a substitute provision for any provision or part thereof held to be illegal or invalid.

ARTICLE 48

DURATION AND AMENDMENT

48.1 Term: This Agreement will continue in full force and effect to and including August 31, 1991.

48.2 Continuation of Agreement: The Agreement will continue in full force and effect to and including August 31, 1991. The Agreement will continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the Administration and the AAUP-CSU will meet for the purpose of negotiation and will commence consideration of proposed changes or modification in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

48.3 If, pursuant to such negotiation, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement will continue in effect unless terminated by either party upon seven (7) days written notice to the other.

This Collective Bargaining Agreement was ratified by the bargaining unit members on November 11, 1988, and the Board of Trustees for Central State University on January 19, 1989, and approved by the Ohio General Assembly per statute.

Negotiators for the University	Negotiators for AAUP-CSU
Taylor Jones, Jr., Special Counsel Attorney at Law Chief Negotiator	David Rubin Biology Chief Negotiator
Thyrsa Svager Vice President for Academic Affairs	Lugene Bailey Library
Edward Rice, Chairperson Department of Business	Lee G. Esprit, Jr. Professional Education
Melvin Johnson, Dean of the College of Arts and Sciences	Edwin Davison Business Administration
Edward Wingard, Dean of the College of Education	A. V. Rangarajan Business Administration
Blanche Mayo, Vice President for Administrative Support Services	Lois McGuire English
Keith Ralston Budget Director	Charanjit S. Rangi Mathematics
Carolyn E. Wright, Director of Human Resources/ Materials Management	

SIGNATORY TO AGREEMENT

CENTRAL STATE UNIVERSITY

Donald K. Anthony
Chairman, Board of Trustees

Arthur E. Thomas, President

Taylor Jones, Jr.
Special Counsel
Chief Negotiator

ATTEST:

Secretary, Board of Trustees

Date: February 6, 1989

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, CENTRAL STATE UNIVERSITY CHAPTER

McGregor Coleman, President

Lugene Bailey, Vice President

David Rubin
Chief Negotiator

APPENDIX A

APPENDIX A

GRIEVANCE FORMS

Faculty Grievance Form

_____ **

Date Filed _____

☐ Filed through CSU-AAUP Grievance Committee

☐ Filed Independently of CSU-AAUP Grievance Committee

Name of Grievant: _____

Home Address: _____

College: _____

Department: _____

Telephone (Home) _____ (School) _____

Date Cause of Grievance Occurred: _____

Statement of Complaint of Grievant: (Attach supporting documents if appropriate)

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

_____
Grievant's Signature Date

cc: Grievant, Chairperson of AAUP-CSU Grievance Committee, President of AAUP-CSU, Department Chairperson, Dean, Vice-President for Academic Affairs

Grievance Disposition Form

_____ **

Date of Disposition _____

Step _____

TO: _____
(Grievant)

FROM: ☐ CHAIRPERSON

☐ DEAN

☐ VICE-PRESIDENT FOR ACADEMIC AFFAIRS

Name _____

RE: Grievance filed on _____
Date

DISPOSITION

cc: Grievant, Chairperson of AAUP-CSU Grievance Committee, President of AAUP-CSU, Department Chairperson, Dean, Vice-President for Academic Affairs

Grievance Disposition Reaction Form

#_____**

Date _____

Complete this form and return copies to the offices indicated below within ten (10) days.

1. Check the appropriate box.

☐ I accept the disposition of my grievance at step 1 2 3 (Circle the appropriate number).

☐ I reject the disposition of my grievance and will advance my appeal to step 2 3 4 (Circle the appropriate number). (Appeals must be advanced within ten (10) days of receipt of the disposition. Appeal to step 4 requires approval of AAUP-CSU).

☐ I reject the disposition of my grievance since it fails to resolve the issue satisfactorily, but I do not intend to appeal further.

1. Signatures:

Grievant _____ Date _____

AAUP-CSU
Representative _____ Date _____
(optional, except for step 4)

cc: Grievant, Chairperson of AAUP-CSU Grievance Committee, President of AAUP-CSU, Department Chairperson, Dean, Vice-President for Academic Affairs

APPENDIX B

MEMBERSHIP FEE DEDUCTION AUTHORIZATION

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

CENTRAL STATE UNIVERSITY CHAPTER

Name:_____

Social Security No.:_____

Department:_____

Home Address:_____

I hereby authorize Central State University to deduct from my payroll payments 3/4 of 1% of my academic year salary, in equal monthly installments from November through August if I am on 12-month pay or November through June if I am on 10-month pay, as my dues to the American Association of University Professors (Central State University Chapter). This deduction is to be turned over to AAUP-CSU.

I voluntarily authorize this deduction on a continuing basis but reserve the right to revoke this request effective on any anniversary date of this authorization, by written notice within thirty (30) days prior thereto, to AAUP-CSU and to the Payroll Office of Central State University.

Signature:_____ Date:_____